



## Request for Proposal

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Date:	May 25, 2023	Project:	<b>Food Service Vehicle</b>
Project Number:	23.10		

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Response Due Date and Time:	June 8, 2023 at 2:00 p.m. Local Time
Submit Response to:	All proposals, required forms, and pricing shall be submitted electronically on BidNet Direct ( <a href="https://www.bidnetdirect.com">https://www.bidnetdirect.com</a> )
Submit Questions to:	Requests for clarification shall be submitted through BidNet Direct and all responses will be released as addendum within the online posting.
Description of Procurement:	Food Service Vehicle

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Estimated Project Timeline:

Notice of Advertisement in Local Newspaper:	May 25, 2023
Release of RFP:	May 25, 2023
Online Requests for Clarification Deadline:	June 1, 2023 at 5:00 p.m. Local Time
Release of Addenda with RFC Answers:	June 2, 2023
Bid Due Date:	June 8, 2023 at 2:00 p.m. Local Time
Bid Opening and Public Reading:	Bid results will be published online. A public reading will not be held.
Anticipated Board of Education Bid Award:	June 19, 2023
Project Completion Date:	June 30, 2023

→Notice: The right to modify the project timeline is held by Rochester Community Schools in absolute discretion.

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**Objective:**

Rochester Community Schools, known herein as "Owner", seeks proposals from qualified firms to provide a vehicle for food service purposes of delivery food only – food will not be served directly to consumers from the vehicle.

## Table of Contents

Information to Bidders.....	3
Overview .....	3
Timeline.....	3
Scope.....	3
Alternate Pricing.....	3
Selection Process and Owner’s Rights.....	4
Award of Contract.....	4
Bid Due Date and Proposal Submission Requirements: .....	4
Qualification of Bidder.....	4
Sole Bidder.....	5
Addenda .....	5
Bid Bond.....	5
Sales Tax.....	6
Method of Ordering .....	6
Payment .....	6
Familial Relationship Disclosure.....	6
Iran Economic Sanctions Act .....	6
EDGAR Conflict of Interest Requirements.....	6
Withdrawal or Revision of Bid Proposals.....	7
Acceptance and Rejection of Bid Proposals.....	7
Post-Bid Information .....	7
Nondiscrimination/Equal Opportunity.....	7
Compliance with Laws.....	8
Bid Proposal Form: Food Service Vehicle .....	10
Provide detailed unit pricing on attached dealer document/quotation. ....	12
Certification of Compliance – IRAN ECONOMIC SANCTIONS ACT .....	15
Certification of Compliance – EDGAR CERTIFICATION FORM.....	16

## Information to Bidders

### Overview

Rochester Community Schools, known herein as "Owner", seeks proposals from qualified firms for the purchase of a vehicle to transport food for the purpose of relocating and not serving direct to consumers.

### Timeline

The expected timeline is as follows:

#### Estimated Project Timeline:

Notice of Advertisement in Local Newspaper:	May 25, 2023
Release of RFP:	May 25, 2023
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Project Completion Date:	June 30, 2023

### Scope

Rochester Community Schools is requesting bids to provide a Food Service vehicle for moving food and equipment between buildings.

Vehicles to be provided are to be equal or equivalent to the Dodge ProMaster 2500 Series Cargo Van, and be provided with the following options & equipment:

- 2500 or 3500 series High Roof Model
- Bright White Clear Coat Exterior
- Minimum 159" Wheelbase
- Minimum 123" load floor (to accommodate 12" ladders)
- Rear Back Up Camera

### Alternate Pricing

Please provide additional pricing for the following options for consideration:

- Remote Start
- Vehicle Navigation System
- ParkSense Front and Rear Park Assist
- Blind-Spot and Cross-Path Detection
- Heated Power Folding Mirrors

- 6-Way Manual Adjustable Driver seat
- Factory Divider
- Interior LED Lighting
- Heated Driver Seat

### Selection Process and Owner's Rights

The Owner reserves the following:

1. To reject any or all bids without compensation to the bidders and to waive any or all variances, irregularities, or informalities in the bid package.
2. In the event that all acceptable bids exceed the owner's budget, the Owner reserves the right to negotiate a contract with the lowest and best acceptable bidder or any other one of the acceptable bidders.
3. To select more than one vendor or brand,

The submissions will be evaluated and scored according to the following criteria:

- Qualifications & Experience
- Performance on previous RCS projects
- Price Proposal
- Availability to perform the installation to meet the requested completion date.

### Award of Contract

Project is expected to be approved by the Rochester Community Schools Board of Education on June 19, 2023. Please note the project will not necessarily be awarded to the lowest bidder or lowest price. Rochester Community Schools reserves to award the project to the most qualified bidder based on the criteria noted.

### Bid Due Date and Proposal Submission Requirements:

1. All proposals, required forms, and pricing shall be submitted electronically on BidNet Direct (<https://www.bidnetdirect.com>) **no later than 2:00 p.m., local time, June 8, 2023** (the "Due Date".) No oral, telephonic, or facsimile proposals will be considered.
2. RCS will not consider or accept any late Bids received after the Due Date specified within the RFP. It is the sole responsibility of the Bidder to ensure their proposal is entered completely and forms are uploaded on BidNet Direct before the closing date and hour indicated within the RFP. Bidders shall plan ample time to respond to all requirements and input all requirements. RCS is not responsible for any delivery delays.

### Qualification of Bidder

1. The Owner reserves the right to request qualification information from any bidder before issuing documents, receiving bids or awarding a contract. The Owner may, at its sole discretion, accept or reject bidders as qualified. The right to waive any informalities in

qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.

2. The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

### Sole Bidder

1. It is the Owner's intent that this Request for proposals, permits competition. It shall be the bidder's responsibility to advise the Owner, in writing, if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Proposal, to a single source. Owner shall receive such notification no later than five (5) days prior to the date set for acceptance of bids.
2. If only one bid is received in response to this invitation to bid, a cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.
3. The Owner reserves the right to cancel the bid, or reschedule the bid opening, if there is only one bid received. The decision by the Owner will be final.

### Addenda

1. Each bidder shall ascertain prior to submitting their bid that they have received all addenda issued.
2. Addenda notices will be sent to all who are known by the Owner to have a set of contract documents. Copies of addenda will be made available for inspection wherever contract documents are on file for that purpose.

### Bid Bond

1. Bid Bond: Bidders must submit with its Bid, bid security in the form of a Bid Bond issued by a qualified surety or certified check in an amount of five percent (5%) of the Bid ("Bid Security"). Failure to include this Bid Security with Bidder's Bid will result in the rejection of your Bid. If a Bid Bond is posted by a Bidder, it shall be from a Treasury Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executes the Bid Bond on behalf of the Bidder shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Rochester Community Schools" The School District shall not be liable for any interest earned thereon. The Bid Security shall be forfeited as liquidated damages, and not as a penalty, if the Bidder withdraws its Bid after the Due Date for submission of Bids or, upon acceptance of its Bid by the School District, Bidder fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Bid and fails to provide the required Performance Bond and/or Payment Bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Bidder.

2. The proposed bonding company of the bidder shall be acceptable to the Owner. The Owner shall be listed as obligated on the bond.

### Sales Tax

1. Owner is exempt from all taxes. A tax exemption certificate will be issued upon request.

### Method of Ordering

1. Issuance of a written purchase order by the Purchasing Department is the method of ordering product or services. All vendor invoices and packing/delivery tickets must include the purchase order number.

### Payment

1. Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted during the billing period. Invoices must contain the bid number under which the contract is awarded.
2. Pricing shall be F.O.B. delivered to RCS Facility Operations Center at 1402 West Hamlin Road, Rochester Hills, MI 48309.

### Familial Relationship Disclosure

1. All bidders shall provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the bidder or any employee of the bidder, and any member of the Board of Education of the school district, or the Superintendent of the school district. The District will not consider a bid proposal that does not include this sworn and notarized statement.

### Iran Economic Sanctions Act

1. Each bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act.

### EDGAR Conflict of Interest Requirements

1. In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The officers, employees, and agents of RCS may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

### Withdrawal or Revision of Bid Proposals

1. A bid may not be modified, withdrawn or cancelled by the bidder for ninety (90) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.

### Acceptance and Rejection of Bid Proposals

1. Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, the following: delivery and/or completion time, judged quality of product, past performance, inventory availability, financial stability, and references.
2. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept bids which, in their judgment, are in their own best interest.
3. The Owner shall have the right to accept or reject alternates in any order or combination and to determine the apparent low bidder on this basis.

### Post-Bid Information

1. After the bids are received, tabulated, and evaluated by the Owner, the apparent lowest qualified bidder(s) shall meet with the Owner at a post-bid meeting if requested by Owner.
2. The Owner reserves the right to request additional information from bidders for evaluation criteria as needed.

### Nondiscrimination/Equal Opportunity

1. Rochester Community Schools is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, genetic information (for employment), national origin, religion, age (for employment), disability, socioeconomic status (for programs), marital status (for programs), or veteran status (for employment) in its educational programs and its employment practices. In addition, the District is required by Title IX and 34 CFR Part 106 not to discriminate on the basis of sex in its programs, activities, or employment.
2. Under Section 504 and Title II of the Americans with Disabilities Act, Inquiries or grievances may be directed to Mr. Matthew McDaniel, Assistant Superintendent, Rochester Community Schools, 52585 Dequindre Road, Rochester, MI 48307, 248-726-3141, mmcdaniel@rochester.k12.mi.us. In addition, inquiries about the application of Title IX and its regulations to the District may be referred to the Title IX Coordinator, the Assistant Secretary of the U.S. Department of Education, or both.
3. All bidders shall ensure that employees, Contractors and applicants for employment are not discriminated against because of their race, color, religion, sex, origin, age, marital status, sexual orientation, or disability, and in conformance with local, state, and federal regulations.
4. The Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the

Owner for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of this contract, and on their request to provide evidence that it has or will comply therewith.

5. The failure of any vendor, Contractor, or subcontractor to comply with the Equal Employment Practices provisions of this contract shall be deemed to be material breach of this contract. Such failure shall only be established upon a finding to that effect by the Owner, on the basis of their own investigation. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the vendor, Contractor, or subcontractor.
6. Upon a finding duly made that the vendor, Contractor, or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, this contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Owner, and all monies due or to become due hereunder may be forwarded to and retained by the Owner.
7. Notwithstanding any other provision of this contract, the Owner shall have any and all other remedies at law or in equity for any breach hereof.

### Compliance with Laws

1. Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34
2. C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to RCS. Vendor understands that Vendor is ineligible to receive a contract award with RCS if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the RCS's Purchase Order,



and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by RCS, Vendor shall furnish RCS with satisfactory proof of Vendor's compliance with this provision.

## Bid Proposal Form: Food Service Vehicle

### Name of Bidder

Firm Name:	
Address:	
Telephone:	Fax:

### Agreements

The undersigned understands that the Owner reserves the right to reject any and all bids and to waive informalities and irregularities in bidding.

Owner also reserves the right to withhold bids for a period of time (90 days) from bid closing date.

The Owner reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informalities therein. If in the Owner opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Rochester Community Schools to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, drawings and specifications.

### Addenda

The undersigned acknowledges receipt of the following addenda:

Addendum Number:	Dated:
Addendum Number:	Dated:
Addendum Number:	Dated:

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Rochester Community Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Rochester Community Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Rochester Community Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

### **Legal Status of Bidder**

1. A Corporation organized and existing under the laws of the State of \_\_\_\_\_.
2. Name, title, and signature of individual duly authorized to execute contracts:

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

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

Signature: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

**BASE BID:**

Bid to deliver “**Food Service Vehicle**”, in accordance with the included specifications, including all addenda, for the amount as follows:

<b>TOTAL BID</b>	\$ _____
	_____ Dollars

\*PRICES ARE NOT TO INCLUDE ANY STATE OR LOCAL TAXES.

\*PRICING GOOD THROUGH JUNE 30, 2023. PLEASE NOTE ANY EXCEPTION:

\_\_\_\_\_

**UNIT PRICING:**

Provide detailed unit pricing on attached dealer document/quotation.

**ALTERNATE PRICING:**

Provide pricing for the following additional equipment:

- Remote Start \$ \_\_\_\_\_
- Vehicle Navigation System \$ \_\_\_\_\_
- ParkSense Front and Rear Park Assist \$ \_\_\_\_\_
- Blind-Spot and Cross-Path Detection \$ \_\_\_\_\_
- Heated Power Folding Mirrors \$ \_\_\_\_\_
- 6-Way Manual Adjustable Driver seat \$ \_\_\_\_\_
- Factory Divider \$ \_\_\_\_\_
- Interior LED Lighting \$ \_\_\_\_\_
- Heated Driver Seat \$ \_\_\_\_\_

**VOLUNTARY ALTERNATES**

Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as if followed by the words “or acceptable equal”. The Bidder may offer material or equipment with equal or better qualities and performance in substitution for those specified which it considers would be in the Owner’s interest to accept. The Bidder shall include sufficient specification data that

will, together with any other data the Owner may require, enable the Owner to assess the acceptability of the material or equipment.

Voluntary Alternates:

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars

Description of Voluntary Alternate:

\_\_\_\_\_  
\_\_\_\_\_

**Additional Charges or Deviations from the base scope/specifications contained in this RFP:**

List any and all deviations or changes in the base scope associated with or contained in your bid\proposal amount.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAMILIAL DISCLOSURE AFFIDAVIT OF BIDDER**

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder/contractor), pursuant to the familial disclosure requirement provided in the Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder/contractor or any employee of the bidder/contractor, and any member of Rochester Community Schools Board of Education, the Superintendent and/or any Rochester Community Schools Administrator.

The following are the bidder’s familial relationship(s) with Rochester Community Schools:

Bidder/Contractor Employee Name Related to:

1 \_\_\_\_\_

2 \_\_\_\_\_

(Attach additional pages if necessary to disclose all familial relationships.)

There is no familial relationship that exists between the bidder/contractor and/or any employee of the bidder and any member of the Rochester Community Schools Board of Education, Superintendent, or Administration.

Bidder: (Company Name)

By:

(Signature)

(Title)

\_\_\_\_\_

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_ County, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ SS:

(Notary Public Signature)

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**Certification of Compliance – IRAN ECONOMIC SANCTIONS ACT**  
(MICHIGAN PUBLIC ACT NO. 517 OF 2012)

The undersigned, the owner or authorized officer of the Below named Bidder (the "Bidder"), pursuant to the compliance certification requirement provided in the Rochester Community Schools' (the "School District") Request for Bid, hereby certifies, represents and warrants that the Bidder (Including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a contract as a result of the aforementioned RFB, the Bidder will not become an "Iran linked business" at any time during the course of performing the Work or any service under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for bid for three (3) years from the date that it is determined that the person has submitted the false certification.

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

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

## Certification of Compliance – EDGAR CERTIFICATION FORM

The following certifications and provisions are required and apply when RCS expends federal funds for any contract resulting from this procurement process.

Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

### **TERMINATION FOR BREACH OF CONTRACT**

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 U.S.D. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does Vendor Agree?  Yes  No

### **TERMINATION FOR CAUSE AND FOR CONVENIENCE**

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

Pursuant to Federal Rule (B) above, when RCS expends federal funds, RCS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. RCS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if RCS believes, in its sole discretion that it is in the best interest of RCS to do so. Vendor will be compensated for work performed and accepted and goods accepted by RCS as of the termination date if the contract is terminated for convenience of RCS. Any award under this procurement process is not exclusive and RCS reserves the right to purchase goods and services from other vendors when it is in RCS's best interest.

Does Vendor Agree?  Yes  No



**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must 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.”

Pursuant to Federal Rule (C) above, when RCS expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor Agree?  Yes  No

**DAVIS-BACON ACT**

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 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 sub-recipient 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when RCS expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will follow all applicable Davis- Bacon Act provision.

Does Vendor Agree?  Yes  No

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to Federal Rule (E) above, when RCS expends federal funds, Vendor certifies that Vendor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by RCS resulting from this procurement process.

Does Vendor Agree?

Yes

No

### **RIGHTS TO INVENTIONS**

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient 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.

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

Does Vendor Agree?

Yes

No

**CLEAN AIR & WATER ACT**

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

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

Does Vendor Agree?

Yes

No

**DEBARMENT & SUSPENSION**

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

Pursuant to Federal Rule (H) above, when federal funds are expended by RCS, Vendor certifies that during the term of an award for all contracts by RCS resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor Agree?

Yes

No

**BYRD ANTI-LOBBYING AMENDMENT**

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

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

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

- No Federal Appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor Agree?

Yes

No

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 § CFR**

When federal funds are expended by Rochester Community Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor Agree?

Yes

No

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Rochester Community Schools for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in

compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor Agree?  Yes  No

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Rochester Community Schools for any contract resulting from this procurement process, the vendor certifies that the vendor will follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor Agree?  Yes  No

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

RCS prefers domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).

Vendor certifies that it will either (1) supply RCS with domestic end products that follow all applicable provisions of the Buy America Act; or (2) notify RCS that the products it is requesting to be installed is not in compliance with the applicable provisions of the Buy America Act.

Does Vendor Agree?  Yes  No

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED IN THE ATTRIBUTE SECTION FOR THE FOLLOWING:**

EDGAR CERTIFICATIONS:

- Termination for Breach of Contract
- Termination for Cause and for Convenience
- Equal Employment Opportunity Clause
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Right to Inventions
- Clean Air & Water Act
- Debarment & Suspension
- Byrd Anti-Lobbying Amendment
- Record Retention Requirements
- Certification of Compliance with EPA Regulations
- Certification of Compliance with the Energy Policy and Conservation Act
- Certification of Compliance with Buy America Provisions

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Date

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Signature of Authorized Representative

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Printed Name of Authorized Represent.

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Position/Title of Authorized Representative

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