



San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

RFP NO. 26.27.0835 PROFESSIONAL AUTOMOTIVE AND INDUSTRIAL TOOLS & EQUIPMENT

PROPOSAL DEADLINE:

THURSDAY, NOVEMBER 5, 2026, AT 2:00 P.M.

PLEASE SUBMIT PROPOSALS TO:

San Bernardino County Superintendent of Schools
ATTN: Procurement Services
760 E. Brier Drive
San Bernardino, CA 92408

No Faxed or Emailed submissions will be accepted.



REQUEST FOR PROPOSALS (RFP)

RFP NO. 26.27.0835

PROFESSIONAL AUTOMOTIVE AND INDUSTRIAL TOOLS & EQUIPMENT

PROPOSAL DEADLINE: Thursday, November 5, 2026, at 2:00 p.m.

SUBMIT PROPOSALS TO: San Bernardino County Superintendent of Schools
Attn: Procurement Services
760 East Brier Drive
San Bernardino, CA 92408

The San Bernardino County Superintendent of Schools ("SUPERINTENDENT") is soliciting sealed proposals from qualified VENDORS to provide professional, automotive, and industrial tools and equipment for use at designated SUPERINTENDENT facilities.

SUPERINTENDENT seeks access to professional-grade tools and equipment, related products and accessories, current product catalogs, technical support, warranties, training resources, and manufacturer-recognized and/or industry-recognized certifications. The RFP includes current anticipated equipment needs for pricing and evaluation purposes; however, SUPERINTENDENT may evaluate and purchase additional products available through the awarded VENDOR's catalog.

VENDORS shall provide catalog pricing, percentage discounts, educational pricing, volume discounts, and any other pricing incentives available to SUPERINTENDENT. Pricing shall be independently available to SUPERINTENDENT and shall not be contingent upon participation in any cooperative purchasing contract or membership program.

All proposals must be sealed and submitted to the Front Desk Receptionist, San Bernardino County Superintendent of Schools, Attn: Procurement Services, 760 East Brier Drive, San Bernardino, California 92408. Sealed proposal envelopes shall be clearly labeled on the outside in the lower left-hand corner with the VENDOR's company name and the following statement: **"RFP ENCLOSED: RFP 26.27.0835 – PROFESSIONAL AUTOMOTIVE AND INDUSTRIAL TOOLS & EQUIPMENT."**

It is the sole responsibility of the vendor to ensure proposal is delivered to the Front Desk Receptionist prior to the established deadline, where it will be date and time stamped. Late proposals will not be accepted. Proposals shall remain open, valid, and subject to acceptance for ninety (90) days following the proposal opening date.

RFP documents and all addenda may be obtained from the San Bernardino County Superintendent of Schools Procurement webpage: <https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming>

Any questions regarding this RFP should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net no later than 2:00 pm on October 22, 2026. Responses to questions and any resulting addenda will be posted on the SUPERINTENDENT Procurement Services webpage. It is the sole responsibility of each proposer to periodically check the Procurement Services webpage for any addenda or other updates issued prior to the proposal due date. Failure to acknowledge receipt of all issued addenda will result in the proposal being deemed non-responsive.

NO UNSEALED, FAXED OR EMAILED SUBMISSIONS WILL BE ACCEPTED.

Sincerely,

Maria Aldaco

Maria Aldaco, Procurement Specialist
Procurement Services



CALENDAR OF EVENTS

RFP NO. 26.27.0835 PROFESSIONAL AUTOMOTIVE AND INDUSTRIAL TOOLS & EQUIPMENT

Event	Details	Date	Time
1 st Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	October 8, 2026	
2 nd Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	October 15, 2026	
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	October 22, 2026	2:00 pm
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	October 29, 2026	
PROPOSALS DUE	San Bernardino County Superintendent of Schools Attn: Procurement Services 760 East Brier Drive San Bernardino, CA 92408	Thursday, November 5, 2026	NO LATER THAN 2:00 pm
Evaluations		November 6 - 13, 2026	



1. OVERVIEW

The San Bernardino County Superintendent of Schools ("SUPERINTENDENT") is soliciting sealed proposals from qualified VENDORS to provide professional, automotive, and industry tools and equipment for use at designated SUPERINTENDENT facilities.

The purpose of this RFP is to identify qualified VENDORS capable of furnishing professional-grade tools, equipment, tool kits, shop equipment, testing and diagnostic equipment, welding equipment, material-handling equipment, and related accessories to support career technical education, automotive, maintenance, and other industry-related instructional programs and activities.

SUPERINTENDENT seeks a comprehensive equipment solution that provides access to products appropriate for current and future instructional and industry applications. VENDORS shall provide access to their current product catalog(s) and identify available products, warranties, technical support, replacement parts, training resources, and manufacturer-recognized and/or industry-recognized certifications associated with the products offered.

VENDORS shall provide catalog pricing, percentage discounts, educational pricing, volume discounts, and any other pricing incentives available to SUPERINTENDENT. Pricing shall be independently available to SUPERINTENDENT and shall not be contingent upon participation in any cooperative purchasing contract or membership program. Proposals shall also identify available training programs, certifications, eligibility requirements, and associated costs, as applicable.

The equipment identified in the EQUIPMENT PRICING SCHEDULE represents SUPERINTENDENT's current anticipated purchasing needs and will be used for pricing and evaluation purposes. In addition to these initial requirements, the resulting agreement is intended to provide SUPERINTENDENT with ongoing access to the awarded VENDOR's product catalog and pricing structure for the purchase of additional products, equipment, accessories, replacement parts, training, certifications, and related resources on an as-needed basis throughout the contract term.

2. INSTRUCTIONS TO VENDORS

2.1 GENERAL INFORMATION

All responses shall conform to instructions provided in the Request for Proposal (RFP) document.

2.1.1 Delivery Address:

San Bernardino County Superintendent of Schools
ATTN: Procurement Services
760 E. Brier Drive
San Bernardino, CA 92408

2.1.2 RFP Proposal Submission

It is the sole responsibility of VENDOR to ensure that their proposal is received by the Front Desk Receptionist prior to **2:00 P.M. on Thursday, November 5, 2026**. Responses received after the deadline will be returned unopened as not meeting the RFP requirements. All proposals shall be complete and final with no additional information accepted after the close of the submittal date, unless specifically requested by SUPERINTENDENT. **No unsealed, faxed or emailed submissions will be accepted.**

2.1.3 Request for Proposal Preparation Cost

Costs for preparing responses and any other related material are the responsibility of the VENDOR and shall not be chargeable in any manner to the SUPERINTENDENT.

2.1.4 Acceptance or Rejection of Responses

Responses shall remain valid and subject to acceptance anytime within ninety (90) days after the deadline, unless a longer period of time is mutually agreed to by the parties. The SUPERINTENDENT reserves the right to reject any or all responses or may waive any informality in a response.

2.2 EVALUATION PROCESS

2.2.1 Evaluation Criteria

VENDORS will be evaluated based on their responses to all questions and requirements in this RFP. SUPERINTENDENT shall be the sole judge in the ranking process and reserves the right to reject any or all proposals. False, incomplete, or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

2.3 AWARD

The initial contract term shall commence upon contract execution and continue through June 30, 2027, with the option to renew as provided in Section 8.0, LENGTH OF CONTRACT.

2.4 QUESTIONS REGARDING REQUESTS FOR PROPOSALS

Questions should be reduced to writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net

2.5 SUBMISSION REQUIREMENTS

2.5.1 Proposal Content

VENDOR shall submit one (1) original hardcopy of its proposal in a binder with index tabs separating the sections identified in the Table of Contents and one (1) USB Flash Drive containing an electronic copy of the complete proposal. Pages shall be numbered at the bottom of each page.

The proposal shall be no more than fifteen (15) pages, excluding the Table of Contents and appendices. Manufacturer catalogs, product literature, technical data sheets, warranty documentation, certifications, training materials, and other supporting documentation submitted as appendices shall not be included in the fifteen (15) page proposal limit.

Any proposal attachments, documents, letters, and supporting materials submitted by the VENDOR shall be binding and included as part of the proposal and, if selected, may become part of the resulting Agreement.

2.5.2 Supportive Material

Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

2.5.3 Required Documents

- 2.5.3.1 Signature Page
- 2.5.3.2 Equipment Pricing Schedule
- 2.5.3.3 Request for Substitution Form
- 2.5.3.4 Non-Collusion Declaration
- 2.5.3.5 Workers' Compensation Certification
- 2.5.3.6 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 2.5.3.7 Drug-Free Workplace Certification
- 2.5.3.8 Alcohol and Tobacco-Free School Policy
- 2.5.3.9 Federal Funding (EDGAR) Compliance Form

ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.

Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.

3.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the RFP document will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving the RFP document. No person is authorized to make any oral interpretation of any provision in the RFP document to any VENDOR, and no VENDOR is authorized to rely on any such unauthorized oral interpretation.

4.0 GENERAL CONDITIONS

4.1 Independent Contractor

In all matters relating to goods and related services provided under this RFP and any resulting agreement, VENDOR shall be acting as an independent contractor. The employees of the VENDOR and its subcontractors are not employees of SUPERINTENDENT under the meaning or application of any federal or state unemployment insurance laws, social security laws, workers' compensation laws, industrial laws, or otherwise.

VENDOR shall assume and pay all liabilities and perform all obligations required by applicable law with respect to its employees and the performance of the contract. VENDOR shall not have any right, power, or authority to create any obligation, express or implied, on behalf of SUPERINTENDENT and shall not represent itself as an agent of SUPERINTENDENT.

4.2 Subcontractors

If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary VENDOR is not relieved of any responsibility by virtue of using a subcontractor.

4.3 Hold Harmless

VENDOR shall hold SUPERINTENDENT, its officers and employees, harmless and indemnify and defend SUPERINTENDENT, its officers and employees, against the payment of any and all costs and expenses, claims, suits, and liability resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of VENDOR, its officers and employees, or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this proposal.

4.4 Assignment

The contract or any interest therein may not be assigned without the prior written consent of the SUPERINTENDENT.

4.5 Claims and Disputes

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

4.6 Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

4.7 Governing Law

This contract shall be governed and interpreted in accordance with the laws of the State of California.

4.8 Laws and Regulations

VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs.

4.9 Severability

If any provision of the contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from and shall in no way affect the validity or enforceability of the remaining provisions of the contract, which shall remain valid and enforceable according to its term.

4.10 Covenant Against Gratuities

VENDOR warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of SUPERINTENDENT with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, SUPERINTENDENT shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the SUPERINTENDENT in procuring on the open market any services which VENDOR agreed to supply shall be borne and paid for by VENDOR. The rights and remedies of SUPERINTENDENT provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

4.11 Covenant Against Contingent Fees

VENDOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by VENDOR for the purpose of securing business.

For breach or violation of this warranty, SUPERINTENDENT shall have the right to terminate any contract that may be entered into with VENDOR and, in its sole discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5.0 INSURANCE REQUIREMENTS

VENDOR shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and SUPERINTENDENT from all claims for property damage arising from operations under the contract. VENDOR shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance. VENDOR shall not commence work, or shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered and approved by the SUPERINTENDENT.

- a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to SUPERINTENDENT stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
 - b. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
 - c. Certificates of insurance shall clearly state that the SUPERINTENDENT is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the SUPERINTENDENT. VENDOR will be required to submit the endorsement page Form CG 20 10 as proof of additional insured.
 - d. Insurance shall be written for not less than the following limits, or greater if required by law
1. Workers' Compensation
 - a. State Statutory
 - b. Applicable Federal Statutory
 2. Comprehensive general liability, including premises-operations, independent contractors protection, products and completed operations, broad form property damage:
 - a. Bodily Injury \$1,000,000 each occurrence
\$2,000,000 aggregate
 - b. Property Damage \$1,000,000 each occurrence
\$2,000,000 aggregate
 3. Comprehensive Automobile Liability (owned, non-owned, hired)
 - a. Bodily Injury \$500,000 each accident
\$1,000,000 each accident
 - b. Property Damage \$1,000,000 each occurrence

6.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful. Public Contract Code 7106 requires all VENDORS to submit a non-collusion declaration.

7.0 AWARD OF CONTRACT

The SUPERINTENDENT reserves the right to reject any or all responses, or to waive any irregularities or informalities in any responses or in the RFP process. The award, if made by the SUPERINTENDENT, will be to the VENDOR who meets all evaluation criteria. An agreement will be negotiated once VENDOR has been selected.

8.0 LENGTH OF CONTRACT

The initial contract term shall commence upon contract execution and continue through June 30, 2027. At the sole discretion of the SUPERINTENDENT, the contract may be renewed for up to two (2) additional one-year terms, contingent upon satisfactory performance, continued program needs, mutual agreement of the parties, and the availability of funding. Contract renewals may not extend beyond June 30, 2029.

9.0 TERMINATION OF CONTRACT

Without limiting any rights or remedies which SUPERINTENDENT may have in the event of any default by VENDOR, SUPERINTENDENT shall have the right, upon ten (10) days prior written notice to VENDOR, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the proposed price of the services. In the event of any termination, SUPERINTENDENT shall be entitled to all materials, work in process, and completed work included as the value of work performed and necessary expenditures in determining the charges referred to above and paid by SUPERINTENDENT. This contract may be terminated for cause or for convenience by the SUPERINTENDENT as provided under 2 CFR §200.340.

10.0 PRICES

VENDOR's pricing for the items identified in the Equipment Pricing Schedule shall include all costs associated with furnishing the equipment and shall remain firm for the initial contract term unless otherwise specified in the resulting agreement.

For products not specifically identified in the Equipment Pricing Schedule, VENDOR shall provide the catalog pricing, discount structure, or other pricing methodology proposed in its response and accepted by SUPERINTENDENT.

Any applicable delivery, freight, shipping, handling, installation, assembly, setup, calibration, testing, or other charges shall be clearly identified and shall not be assessed unless disclosed in the VENDOR's proposal or otherwise authorized by SUPERINTENDENT.

11.0 EQUIPMENT AND SUPPLIES

VENDOR shall provide the equipment, products, documentation, and related services specifically identified in the RFP and resulting agreement. Where applicable, VENDOR shall provide or coordinate delivery, installation, assembly, setup, calibration, testing, warranty support, technical assistance, training, and other related services identified in the VENDOR's proposal or otherwise agreed upon by the parties.

Unless otherwise specified, SUPERINTENDENT shall not be responsible for providing materials, components, equipment, or services that are required to complete the VENDOR's obligations under the resulting agreement.

12.0 CONFLICT OF INTEREST

SUPERINTENDENT hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

No employee, officer, or agent of the SUPERINTENDENT or Vendor shall participate in the selection, award, or administration of this contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

13.0 CONFIDENTIALITY

VENDOR shall not disclose information about the SUPERINTENDENT'S business or business practices and safeguard confidential data.

14.0 COMPLIANCE WITH APPLICABLE LAWS AND GRANT

Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Laws and requirements applicable to such grant.

15.0 FEDERAL FUNDING

Purchases under this RFP will be funded as a whole or in part by federal funds. Vendors must comply with all applicable federal laws, regulations, and executive orders, including but not limited to the Education Department General Administrative Regulations (EDGAR), 2 CFR Part 200 (Uniform Guidance), and any other applicable requirements for federally funded contracts. Failure to comply with these requirements may result in disqualification or contract termination. Federal funds used under this contract shall not be used for religious instruction, political activities, or to influence legislation.

16.0 RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by the **SUPERINTENDENT** for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final payment, final expenditure reporting, or as otherwise required by federal regulations.

17.0 EQUAL EMPLOYMENT OPPORTUNITY

VENDORS shall comply with all equal employment opportunity provisions of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the VENDOR and be in effect during the performance of the Contract. VENDOR shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public projects because of the sex, race, color, national origin or ancestry, religion, or handicap of such persons.

18.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

Each respective bidder must be in good standing and must not be excluded from bidding on requests that utilize public or federal funding. The SUPERINTENDENT will be responsible for determining the status of prospective bidders to ensure the bidder is not on the exclusion list. Prospective bidders submitting a proposal will not be considered for award if it is determined that they are excluded from bidding based on the information provided by the www.sam.gov website.

19.0 ALCOHOL AND TOBACCO-FREE POLICY

In the interest of public health, the SUPERINTENDENT provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the SUPERINTENDENT. Failure to abide with this requirement could result in the termination of this contract.

20.0 DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

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

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - CMs that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified 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 take 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 (F) above, when San Bernardino County Superintendent of Schools expends federal funds, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the VENDOR, 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.
- b. 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.
- c. The VENDOR 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 to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

22.0 RECORD ACCESS

The contractor agrees that the SUPERINTENDENT, the U.S. Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions as required by 2 CFR §200.337.

SCOPE OF WORK

1.0 GENERAL REQUIREMENTS

The VENDOR shall provide SUPERINTENDENT with access to professional, automotive, industrial, and related tools and equipment, including the products identified in the Equipment Pricing Schedule and other products available through the VENDOR's current product catalog.

The VENDOR shall provide current product catalog information and identify the range of products available to SUPERINTENDENT, including applicable tools, equipment, accessories, replacement parts, warranties, technical support, training resources, manufacturer-recognized and/or industry-recognized certifications, and related resources.

The Equipment Pricing Schedule identifies SUPERINTENDENT's current anticipated equipment needs and establishes the products and quantities for which pricing is requested as part of this RFP. SUPERINTENDENT may purchase additional products or equipment available through the awarded VENDOR's catalog during the contract term, subject to the pricing, discounts, terms, and conditions established through the resulting agreement. Pricing shall be independently available to SUPERINTENDENT and shall not be contingent upon participation in any cooperative purchasing contract, cooperative pricing program, or membership-based purchasing organization.

All products provided under the resulting agreement shall be new, unused, commercially available, and suitable for their intended professional, automotive, industrial, instructional, or maintenance application unless otherwise approved by SUPERINTENDENT.

Equipment shall be provided complete with all standard components, accessories, attachments, hardware, manuals, documentation, and other items necessary for proper operation. Products shall conform to the manufacturer's current specifications and shall meet or exceed the requirements established in this RFP.

2.0 EQUIPMENT AND TOOLS

The equipment requested under this RFP may include, but is not limited to, the following categories:

- a. Professional tool kits and technician tool sets;
- b. Industrial maintenance tool carts and related tool packages;
- c. Tool identification, safety, testing, and certification equipment;
- d. Automotive service and diagnostic equipment;
- e. Vehicle lifts and alignment-related equipment;
- f. Automotive and industrial testing and measurement equipment;
- g. Machine shop equipment, including bench lathe equipment and related accessories;
- h. Welding equipment, including TIG and MIG welding equipment;
- i. Battery starting, charging, and testing equipment;
- j. Industrial air compressors and related equipment; and
- k. Accessories, attachments, enclosures, kits, and other equipment necessary for the complete operation of the requested products.

3.0 EQUIPMENT SPECIFICATIONS

VENDOR shall provide pricing for the equipment identified in the Equipment Pricing Schedule included with this RFP. The VENDOR shall clearly identify the manufacturer, model number or part number, description, unit price, quantity, and extended price for each item proposed.

The Equipment Pricing Schedule represents SUPERINTENDENT's current anticipated equipment needs and does not limit the products or equipment that may be available for purchase under the resulting agreement.

All proposed equipment shall meet or exceed the specifications stated in this RFP. Where a manufacturer, model number, or part number is identified, the VENDOR shall provide the specified item or may propose an "or equal" product. Any proposed "or equal" product shall be subject to the SUPERINTENDENT's review and approval, in its sole discretion. The VENDOR shall provide sufficient product specifications, manufacturer documentation, and other supporting information necessary for the SUPERINTENDENT to determine whether the proposed product meets or exceeds the stated requirements. The SUPERINTENDENT shall be the sole judge of equivalency.

VENDOR shall provide complete product specifications, manufacturer documentation, warranty information, certifications, training information, and other supporting information necessary for SUPERINTENDENT to evaluate the products and resources offered.

4.0 DELIVERY

The VENDOR shall be responsible for the safe and timely delivery of all equipment to the location(s) designated by the SUPERINTENDENT.

Delivery pricing shall include all applicable freight, shipping, handling, packaging, transportation, and delivery charges. No additional delivery-related charges shall be assessed unless specifically identified in the VENDOR's proposal and accepted by the SUPERINTENDENT.

The VENDOR shall coordinate delivery schedules with designated SUPERINTENDENT personnel. Delivery dates and times shall be mutually agreed upon prior to shipment when coordination is required.

VENDOR shall ensure that equipment is properly packaged and protected against damage during transportation. Any equipment received damaged, defective, incomplete, or otherwise not conforming to the requirements of this RFP shall be replaced or corrected by the VENDOR at no additional cost to the SUPERINTENDENT.

5.0 INSTALLATION, ASSEMBLY, SETUP AND CALIBRATION

Where applicable to the equipment proposed, the VENDOR shall identify whether installation, assembly, setup, calibration, testing, commissioning, specialized site preparation, electrical service, compressed air, anchoring, ventilation, or other site-specific requirements are necessary.

The VENDOR shall clearly identify any installation or setup services available for the equipment proposed and shall identify all associated costs, if applicable.

Equipment requiring installation or specialized setup shall not be considered fully delivered until the agreed-upon installation, setup, testing, or commissioning requirements have been completed.

Any costs associated with installation, assembly, setup, calibration, testing, or commissioning shall be clearly identified in the VENDOR's proposal.

6.0 PRODUCT DOCUMENTATION

The VENDOR shall provide applicable manufacturer's documentation for each equipment item, including, as appropriate:

- a. Owner's and operating manuals;
- b. Installation and setup instructions;
- c. Maintenance requirements;
- d. Safety information and operating procedures;
- e. Warranty documentation;

- f. Calibration or certification documentation;
- g. Product specifications;
- h. Parts information; and
- i. Serial numbers or other identifying information.

Documentation shall be provided in electronic or hardcopy format as requested by the SUPERINTENDENT.

7.0 WARRANTY AND PRODUCT SUPPORT

All equipment shall be covered by the manufacturer's standard warranty or a warranty that provides equal or greater protection to the SUPERINTENDENT.

The VENDOR shall identify the warranty period, warranty coverage, exclusions, and procedures for obtaining warranty service for each applicable product.

During the applicable warranty period, the VENDOR shall coordinate warranty claims, repairs, replacement of defective components, and other required warranty services with the SUPERINTENDENT.

The VENDOR shall identify the manufacturer's authorized service and support resources available for the equipment proposed.

8.0 INSPECTION AND ACCEPTANCE

SUPERINTENDENT reserves the right to inspect all equipment upon delivery and, where applicable, following installation, assembly, setup, calibration, or testing.

Acceptance shall be based upon the equipment conforming to the specifications, quantities, configurations, and other requirements established in this RFP and the resulting agreement.

Payment shall not constitute acceptance of equipment that is later determined to be defective, damaged, incomplete, or nonconforming.

The VENDOR shall, at no additional cost to the SUPERINTENDENT, correct, repair, replace, or otherwise resolve any equipment determined to be defective or nonconforming.

9.0 INVENTORY AND IDENTIFICATION

VENDOR shall provide a complete packing list with each shipment identifying the equipment delivered, manufacturer, model or part number, quantity, and applicable serial numbers.

For equipment containing individual serial numbers, the VENDOR shall provide a serial number list to the SUPERINTENDENT upon delivery or as otherwise requested.

10.0 EQUIPMENT CONDITION

Unless otherwise specifically approved in writing by the SUPERINTENDENT, all equipment shall be new and unused. Refurbished, remanufactured, used, demonstration, or open-box equipment shall not be substituted for new equipment without prior written approval from the SUPERINTENDENT.

All equipment shall be free from defects in materials and workmanship and shall be suitable for the intended professional, automotive, industrial, or instructional application.

11.0 COMPLIANCE AND SAFETY

All equipment shall comply with applicable federal, state, and local laws, regulations, codes, and recognized safety requirements applicable to the product and its intended use.

Where applicable, equipment shall be appropriately certified, listed, labeled, or otherwise approved by the applicable regulatory or safety organization.

The VENDOR shall identify any special safety, operating, installation, ventilation, electrical, structural, or environmental requirements associated with the equipment proposed.

12.0 POST-AWARD PRODUCT SUBSTITUTIONS

Following award, the VENDOR shall provide the manufacturer, model, and equipment identified and accepted in its awarded proposal. The VENDOR shall not substitute, modify, or otherwise change an awarded item without the SUPERINTENDENT's prior written approval.

If an awarded item is discontinued, becomes unavailable, or cannot be provided for another reason beyond the VENDOR's reasonable control, the VENDOR shall promptly notify the SUPERINTENDENT in writing. The VENDOR shall provide documentation explaining the reason for the requested substitution and demonstrating that the proposed replacement meets or exceeds the specifications, quality, functionality, compatibility, warranty, and performance of the originally awarded item.

Any post-award substitution shall be subject to the SUPERINTENDENT's review and approval, in its sole discretion. Approval of an "or equal" product during the RFP evaluation process does not authorize the VENDOR to make additional substitutions following award. Unless otherwise approved in writing by the SUPERINTENDENT, an approved substitution shall be provided at no increase in the awarded price.

13.0 ADDITIONAL EQUIPMENT REQUIREMENTS

SUPERINTENDENT may request clarification regarding product specifications, compatibility, accessories, installation requirements, warranty coverage, or other characteristics of equipment proposed by the VENDOR.

The VENDOR shall provide sufficient technical information to allow the SUPERINTENDENT to determine whether the proposed equipment meets the requirements of this RFP.



PROPOSAL CONTENT/EVALUATION CRITERIA

VENDOR shall submit one (1) USB Flash Drive version and one (1) original hardcopy of its proposal in a binder with index tabs separating the sections identified in the Table of Contents. Pages shall be numbered at the bottom of each page. Any proposal attachments, documents, letters, and supporting materials submitted by the VENDOR shall become part of the proposal and, if selected, may become part of the resulting Agreement.

Each VENDOR shall submit a complete proposal containing all requested information. Additional supporting documentation may be included as appendices and should be referenced within the applicable proposal section. All proposal signatures must be original wet handwritten signatures executed in blue ink on the original document. Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.

The content and sequence of the proposals will be as follows:

I. TITLE PAGE

Indicate the name of the VENDOR, local address, authorized contact person, telephone number, and email address.

II. TABLE OF CONTENTS

III. VENDOR QUALIFICATIONS & PRODUCT OFFERING (15 POINTS)

a. Provide a brief overview of VENDOR's organization and experience providing professional automotive, industrial, and related tools and equipment.

b. Include a description of VENDOR's product offering and ability to provide SUPERINTENDENT with access to current product catalogs and additional tools, equipment, accessories, replacement parts, and related products beyond those specifically identified in the Equipment Pricing Schedule.

c. Identify the availability of manufacturer or industry-recognized certifications, training, product support, warranties, and technical assistance associated with the products offered, where applicable.

IV. EQUIPMENT COMPLIANCE & DELIVERY (20 POINTS)

a. Identify any proposed equivalent or substitution and provide sufficient manufacturer, model/part number, product specifications, and supporting documentation for SUPERINTENDENT to determine compliance.

b. Describe the VENDOR's ability to provide timely delivery of equipment and, where applicable, installation, assembly, setup, calibration, testing, or commissioning.

c. Identify any equipment-specific requirements, including electrical, structural, ventilation, compressed air, anchoring, site preparation, or other requirements that SUPERINTENDENT should consider prior to purchase.

V. CATALOG ACCESS & PRODUCT SUPPORT (15 POINTS)

- a. Describe the VENDOR's proposed catalog access and pricing structure for products not specifically identified in the Equipment Pricing Schedule, including applicable discounts or other pricing arrangements available to SUPERINTENDENT.
- b. Describe the availability of product warranties, replacement parts, technical assistance, repairs, and other manufacturer or VENDOR support applicable to the products offered.

VI. FEE DISCLOSURE (50 POINTS)

- a. Provide complete and accurate pricing for all items identified in the Equipment Pricing Schedule, including manufacturer, part/model number, unit price, quantity, and extended price.
- b. Provide the VENDOR's proposed catalog pricing structure for products not specifically identified in the Equipment Pricing Schedule, including applicable percentage discounts, educational or public agency pricing, volume discounts, and other pricing incentives independently available to SUPERINTENDENT.
- c. Identify all applicable delivery, freight, shipping, handling, installation, assembly, setup, calibration, testing, commissioning, or other charges.
- d. Describe the methodology that will be used to establish pricing for additional products purchased from the VENDOR's catalog during the contract term.

TOTAL POSSIBLE POINTS: 100



SIGNATURE PAGE

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Submitted herewith is VENDOR's proposal to provide SUPERINTENDENT with professional automotive and industrial tools and equipment, access to applicable product catalogs and product offerings, pricing, product support, warranties, training resources, certifications, and related resources. VENDOR hereby submits this proposal in response to the Request for Proposals (RFP) and agrees to provide the products and related resources described herein in compliance with the requirements and specifications outlined in the RFP.

Acknowledgment of Proposal Addenda: In submitting this Proposal, the undersigned acknowledges receipt of all Addenda to Request for Proposals issued by the **SUPERINTENDENT**, as set forth below. **VENDOR** confirms that this proposal incorporates and is inclusive of all items required by **SUPERINTENDENT'S** Request for Proposals and Addenda thereto. Failure to acknowledge receipt of all issued addenda will result in the proposal being deemed non-responsive.

Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum Number						
Date						

Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

E-mail address: _____

Phone: _____



EQUIPMENT PRICING SCHEDULE

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Line No.	Manufacturer	Part/Model No.	Description	Qty.	Unit Price	Extended Price
1	Snap-on	ITKPLUSRAYB	Tool Kit Assembly W/RED KTL1022AP	1	\$	\$
2	Snap-on	ITKPLUSBAYB	Tool Kit Assembly W/BLK KTL1022AP	1	\$	\$
3	Snap-on	ITKCARTBLACKA	Industrial Cart / Maintenance Tool Kit	8	\$	\$
4	Snap-on	HTISCERTKIT	Tool ID & Safety Certification Kit	1	\$	\$
5	Snap-on	APPLUSCERTKIT	Apollo Plus Certification Kit	2	\$	\$
6	Snap-on	PROCUTCERTKIT	Pro-Cut Certification Kit	1	\$	\$
7	Snap-on	EELR532A	10K 2-Post Vehicle Lift	1	\$	\$
8	Snap-on	EELR525APKG	12K Scissor Alignment Kit	1	\$	\$
9	Snap-on	EEWA552CKT	V3300 Certification Kit	1	\$	\$
10	Snap-on	EEWB582BCKT	B200P Certification Kit	1	\$	\$
11	Snap-on	EEWH586CKT	T7800 Certification Kit	1	\$	\$
12	Snap-on	PCIB-17PKG	B17 Bench Lathe Package Standard	1	\$	\$
13	Snap-on	PCI50-4280	Dust Enclosure for B17 Bench Lathe	1	\$	\$
14	Snap-on	PCI504250	Quick Chuck Kit for Bench Lathe	1	\$	\$
15	Snap-on	525FMETERKIT	Meter Certification Kit	2	\$	\$
16	Snap-on	BSCCERT800	Battery Start/Charger	2	\$	\$
17	Snap-on	ITKCARTREDA	Industrial Cart / Maintenance Tool Kit - Red	4	\$	\$
18	Snap-on	TIG150I	150A TIG Welder inverter	1	\$	\$
19	Snap-on	MIG200I	MIG Welder DBL PLSE Synergic Alum	2	\$	\$
20	Snap-on	BRA8180V	Two-Stage Compressor Deluxe	1	\$	\$

PLEASE NOTE: The Equipment Pricing Schedule above represents SUPERINTENDENT's current anticipated equipment needs and is provided to establish a basis for evaluation and pricing. The Equipment Pricing Schedule does not limit the products or equipment that may be available for purchase under the resulting agreement. SUPERINTENDENT may purchase additional products, equipment, accessories, replacement parts, training, certifications, or related resources available through the awarded VENDOR's catalog, subject to the pricing, discounts, terms, and conditions established under the resulting agreement.



REQUEST FOR SUBSTITUTION FORM

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

An "or equal" product may be substituted; it will be the SUPERINTENDENT'S sole decision if an "or equal" substitute material meets the required specifications.

☐ **CHECK BOX IF THERE ARE NO SUBSTITUTION REQUESTS**

REQUESTED ITEM	SUBSTITUTE ITEM	CONTRACTOR AGREES TO PROVIDE SPECIFIED ITEM IF REQUEST TO SUBSTITUTE IS DENIED (CIRCLE ONE)	SUPERINTENDENT DECISION (CIRCLE ONE)
		YES NO	YES NO
		YES NO	YES NO
		YES NO	YES NO
		YES NO	YES NO
		YES NO	YES NO

VENDOR'S AUTHORIZED REPRESENTATIVE: _____ DATE: _____

SUPERINTENDENT REVIEWING REPRESENTATIVE: _____ DATE: _____



NON-COLLUSION DECLARATION
(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____ day of _____, 20____, at _____, California

Name of Contractor (Print or Type)

By:

Signature

Print Name

Title

Date



WORKERS' COMPENSATION CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Labor Code Section 3700:

Every employer except the State of California shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____

Vendor

By: _____

Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal of the above-named bidder on the _____ day of _____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

Name of Contractor (Print or Type)

By: _____
Signature

Print Name



DRUG-FREE WORKPLACE CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

- b)** Establishing a drug-free awareness program to inform employees about all of the following:
- 1.) The dangers of drug abuse in the workplace;
 - 2.) The person's or organization's policy of maintaining a drug-free workplace;
 - 3.) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4.) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision **(a)** and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning **(a)** the prohibition of controlled substances at the workplace, **(b)** establishing a drug-free awareness program, and **(c)** requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the **SUPERINTENDENT** determines that I have either **(a)** made a false certification herein, or **(b)** violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor (Print or Type)

By:

Signature

Print Name

Title

Date



ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

In the interest of public health, the San Bernardino County Superintendent of Schools provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles and on any property owned, leased, or contracted for, by the **SUPERINTENDENT**. Failure to abide by this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

Name of Company

Signature

Name and Title of Signer

Date



CERTIFICATION OF COMPLIANCE:
FEDERAL FUNDING CONTRACT (EDGAR) COMPLIANCE FORM
(COMPLETED FORMS MUST BE SUBMITTED WITH PROPOSAL)
(4 pages)

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools (SUPERINTENDENT) for any contract resulting from this procurement process. SUPERINTENDENT is the subgrantee or sub-recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$350,000 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.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** 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 **CONTRACTOR** agree? YES _____ Initial

- (B) Termination for cause or 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 Rules (B) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** reserves all rights 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 the **CONTRACTOR**, in the event **CONTRACTOR** fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. **SUPERINTENDENT** also reserves the right to terminate the contract immediately, with written notice to **CONTRACTOR**, for convenience, if **SUPERINTENDENT** believes, in its sole discretion that it is in the best interest of **SUPERINTENDENT** to do so. The **CONTRACTOR** will be compensated for work performed and accepted and goods accepted by **SUPERINTENDENT** as of the termination date if the contract is terminated for the convenience of **SUPERINTENDENT**. Any award under this procurement process is not exclusive and **SUPERINTENDENT** reserves the right to purchase goods and services from other vendors when it is in the best interest of the **SUPERINTENDENT**.

Does **CONTRACTOR** agree? YES _____ Initial

- (C) **Rights to Inventions Made Under a Contract 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 (C) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does **CONTRACTOR** agree? YES _____Initial

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

Does **CONTRACTOR** agree? YES _____Initial

- (E) **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 contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

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

Does **CONTRACTOR** agree? YES _____Initial

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 certified 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 take 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 (F) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term and after the awarded term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** certifies that it is in compliance with 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.

- a. 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.
- b. 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 to all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does **CONTRACTOR** agree? YES _____Initial

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The **CONTRACTOR** further certifies that **CONTRACTOR** will retain all records as required by 2 CFR § 200.334 for a period of three (3) years from the date of submission of the final expenditure report or resolution of any audit findings, whichever is later 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 **CONTRACTOR** agree? YES _____Initial

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it will be in compliance with 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does **CONTRACTOR** agree? YES _____Initial

CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that **CONTRACTOR** certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____